

20 MAART 2008

Attorney Docket No.: 67670-5004-US

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of: Koning et al.

Confirmation No.: 2650

Serial No.: 10/517,564

Art Unit: 1623

Filing Date: December 15, 2006

International Application No. PCT/EP2003/03120

Examiner: Lawrence E. Crane

I.A. Filing Date: June 10, 2003

For: ***Compounds for Modulating the Activity of  
Exchange Proteins Directly Activated by  
Camp (EPACS)***

POWER OF ATTORNEY

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

S I R:

UNIVISITAIR MEDISCH CENTRUM UTRECHT, owner of the entire right, title and interest to and under the invention listed above hereby appoints Morgan, Lewis & Bockius LLP, **Customer No. 67374**, and each of them, its attorneys, to prosecute this application, and to transact all business in the Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorney(s) in accordance with the provisions of 37 C.F.R. 3.71, provided that, if any one of these attorneys ceases being affiliated with the law firm of Morgan, Lewis & Bockius LLP as partner, counsel, or employee, then the appointment of that attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Please direct all future correspondence to the address associated with Customer No. 67374, Morgan, Lewis & Bockius LLP and direct all telephone calls to Morgan, Lewis & Bockius LLP at (415) 442-1000.

UNIVERSITAIR MEDISCH CENTRUM  
UTRECHT

Assignee:

Signature: 

Typed Name:

B. Koster

Position/Title:

Managing Dir.  
Div. of Biomedical Genetics

Address:

Heidelberglaan 100  
3584 CX Utrecht  
The NetherlandsDate:  17-03-2008

1-SF/7619618.1

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: UNIVERSITAIR MEDISCH CENTRUM UTRECHT

Application No./Patent No.: 10/517 564 Filed/Issue Date: December 15, 2005

Entitled: New Compounds for Modulating the Activity of Exchange Proteins Directly Activated by Camp (EPACS)

UNIVERSITAIR MEDISCH CENTRUM UTRECHT, a University Medical Center in The Netherlands

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: De Koning et al. To: Kylux, B.V.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 020544, Frame 0373, or for which a copy thereof is attached.

2. From: Kylux, B.V. To: Universitair Medisch Centrum Utrecht  
The document was recorded in the United States Patent and Trademark Office at  
Reel 020544, Frame 0427, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

**[NOTE:]** A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.8]

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

09-10-2008  
Date

[Signature]  
Signature

B. KESTER  
Typed or printed name

MANAGER BEZIG FOLGERS  
Title

TO: VICTORIA POULSEN OBO MORGAN LEWIS BOCKIU COMPANY: ONE MARKET STREET

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

\*500469685\*

FEBRUARY 21, 2008

PTAS

VICTORIA POULSEN OBO MORGAN LEWIS BOCKIU  
ONE MARKET STREET  
SPEAR STREET TOWER  
SAN FRANCISCO, CA 94105UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS  
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REFERENCED BELOW.PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE  
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CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.  
PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE,  
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/21/2008

REEL/FRAME: 020544/0427

NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 067670-5004-US

ASSIGNOR:

KYLIX, B.V.

DOC DATE: 11/16/2006

ASSIGNEE:

UNIVISITAIR MEDISCH CENTRUM

UTRECHT

HEIDELBERGLAAN 100

3584 CX UTRECHT, NETHERLANDS

SERIAL NUMBER: 10517564

FILING DATE: 12/15/2005

PATENT NUMBER:

ISSUE DATE:

TITLE: COMPOUNDS FOR MODULATING THE ACTIVITY OF EXCHANGE PROTEINS DIRECTLY  
ACTIVATED BY CAMP (EPACS)

USPTO

2/25/2008 4:45:06 PM PAGE 3/004 Fax Server

TO:VICTORIA POULSEN OBO MORGAN LEWIS BOCKIU COMPANY:ONE MARKET STREET

020544/0427 PAGE 2

ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

DEED OF TRANSFER

The undersigned: KYLIX B.V.  
Buntlaan 44,  
3971JD Driebergen-Rijsenburg,  
The Netherlands,

Who filed Patent Application(s),

Titled: New compounds for modulating the activity of exchange proteins directly activated by camp (epacs)", European patent application EP 02077219, filed June 7, 2002, published as International application by the World Intellectual Property Organisation under number WO 03/104250 on December 18, 2003,

Including the resulting national patent applications:

- Canadian Application Number: CA 2488611,
- Australian Application Number AU 2003242672,
- United States Application Number 10/517,564,

and any and all divisional applications, continuations and continuation-in-part applications thereof and/or based thereon,  
and any and all patents granted on the foregoing and all patent term extensions thereof,

Herewith declares to transfer all its rights, title and interest in and to the above patent application to the undersigned:

UNIVERSITAIR MEDISCH CENTRUM UTRECHT  
Heidelberglaan 100  
3584 CX Utrecht  
the Netherlands

who declares to accept these rights.



KYLIX B.V.

J.P. de Koning, Director

Driebergen-Rijsenburg, The Netherlands, this 17 day of November, 2006

P.O.



UNIVERSITAIR MEDISCH CENTRUM UTRECHT

B. Koster, Managing Director, Division of Biomedical Genetics

Utrecht, The Netherlands, this 11 day of DECEMBER, 2006

TO: VICTORIA L. POULSEN, MORGAN LEWIS &amp; BOCK COMPANY: ONE MARKET STREET

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

\*500469669A\*

FEBRUARY 21, 2008

PTAS

VICTORIA L. POULSEN, MORGAN LEWIS & BOCK  
ONE MARKET STREET  
SPEAR STREET TOWER  
SAN FRANCISCO, CA 94105UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENTTHE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF  
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RECORDATION DATE: 02/21/2008

REEL/FRAME: 020544/0373  
NUMBER OF PAGES: 8BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).  
DOCKET NUMBER: 067670-5004-US

ASSIGNOR:

DE KONING, JOHN

DOC DATE: 11/15/2006

ASSIGNOR:

CHRISTENSEN, ANNE

DOC DATE: 11/16/2007

ASSIGNOR:

SCHWEDE, FRANK

DOC DATE: 01/11/2006

ASSIGNOR:

GENIESER, HANS GOTTFRIED

DOC DATE: 01/11/2006

ASSIGNOR:

DOSKELAND, STEIN

DOC DATE: 11/16/2007

ASSIGNOR:

BOS, JOHANNES

DOC DATE: 11/15/2006

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2/25/2008 4:26:26 PM PAGE 3/005 Fax Server

TO: VICTORIA L. POULSEN, MORGAN LEWIS & BOCK COMPANY: ONE MARKET STREET

020544/0373 PAGE 2

ASSIGNEE:

KYLIX, B.V.

BUNTLAAN 44

JD DRIEBERGEN, NETHERLANDS NL-3971

SERIAL NUMBER: 10517564

FILING DATE: 12/15/2005

PATENT NUMBER:

ISSUE DATE:

TITLE: COMPOUNDS FOR MODULATING THE ACTIVITY OF EXCHANGE PROTEINS DIRECTLY  
ACTIVATED BY CAMP (EPACS)

ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

## ASSIGNMENT

WHEREAS, the undersigned

**John De Koning**, resident of Den Haag, country of NETHERLANDS;  
**Anne Christensen**, resident of Bergem, NORWAY;  
**Frank Schwede**, resident of Bassum, GERMANY;  
**Hans Gottfried Genieser**, resident of Lemwerder, GERMANY;  
**Stein Doskeland**, resident of Nesttun, NORWAY; and  
**Johannes Bos**, resident of Bunnik, NETHERLANDS

(hereinafter termed "Inventor(s)"), has invented certain new and useful improvements in

***Compounds for Modulating the Activity of Exchange Proteins Directly Activated  
by Camp (EPACS)***

for which an application for a United States Patent was filed having Application Number **10/517,564**, on **December 15, 2005**, Corresponding to International Application No. **PCT/EP2003/06120** filed on **June 10, 2003** and

WHEREAS,

Kylix, B.V., Buntlaan 44, NL-3971, JD Driebergen, Netherlands, a business in the country of Netherlands (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the



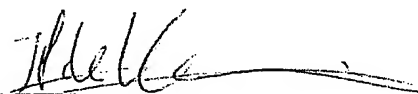
right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as of the dates below written adjacent to each of their respective signatures.

Signature of Inventor :

  
**John De Koning**

Date :

November 15, 2006

Signature of Inventor :

**Anne Christensen**

Date :

\_\_\_\_\_

Signature of Inventor :

**Frank Schwede**

Date :

\_\_\_\_\_

Signature of Inventor :

**Hans Gottfried Genieser**

Date :

\_\_\_\_\_

right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as of the dates below written adjacent to each of their respective signatures.

Signature of Inventor : \_\_\_\_\_  
**John De Koning**

Date : \_\_\_\_\_

Signature of Inventor : Anne E. Christensen  
**Anne Christensen**

Date : Nov. 16<sup>th</sup> 2007

Signature of Inventor : \_\_\_\_\_  
**Frank Schwede**

Date : \_\_\_\_\_

Signature of Inventor : \_\_\_\_\_  
**Hans Gottfried Genieser**

Date : \_\_\_\_\_

right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

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IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as of the dates below written adjacent to each of their respective signatures.

Signature of Inventor : John De Koning

Date : \_\_\_\_\_

Signature of Inventor : Anne Christensen

Date : \_\_\_\_\_

Signature of Inventor : Frank Schwede  
Frank Schwede

Date : 01.11.2006

Signature of Inventor : Hans-Gottfried Genieser  
Hans-Gottfried Genieser

Date : 01/11/06

Signature of Inventor : S. O. Dorskeland  
Stein Dorskeland

Date : Nov. 16<sup>th</sup>, 2007

Signature of Inventor : \_\_\_\_\_  
Johannes Bos

Date : \_\_\_\_\_

1-SF/7619590.1

Signature of Inventor : \_\_\_\_\_  
**Stein Doskeland**

Date : \_\_\_\_\_

Signature of Inventor :  \_\_\_\_\_  
**Johannes Bos**

Date : 15-11-2006

1-SF/7619590.1